



**STATE OF TENNESSEE
DEPARTMENT OF EDUCATION
REQUEST FOR PROPOSALS
FOR
Internet Access and Related Internet Connectivity
Management Services
“ConnecTEN”
RFP NUMBER: 331.00-010**

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1 INTRODUCTION

1.1 Statement of Purpose

The State of Tennessee, Department of Education, hereinafter referred to as the State, has issued this Request for Proposals (RFP) to define the State's minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State's process for evaluating proposals and selecting the contractor.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a disability, and small business enterprises, opportunity to do business with the state as contractors and sub-contractors.

The State intends to secure a contract for the design, delivery, and installation of all the necessary bandwidth, network hardware and software systems, to supply the K-12 public schools of Tennessee with Internet Access and bundled Internet services, including management of electronic mail services, security, network management, firewall services, content filtering and operational support of the Tennessee ConnectTEN Network. It is the intent of this bundled service offering to provide a technical infrastructure for Tennessee educators and students to access, utilize and leverage Internet-based resources as effectively as possible and meet the technical specifications and support services. In addition, the ConnectTEN Network, as a sponsored educational group participant, would provide access to Internet2 for K-12 public schools.

The State is in the process of contracting for the new Tennessee Information Infrastructure (TNII2) services which is expected to include state and local government, higher education, and K-12 education. Currently TNII is the connectivity for all agencies at the State level and does not include K-12 institutions. K-12 will migrate onto the TNII2 if it is, (a) financially in the best interest of the state, (b) if TNII2 proves the stability and performance levels (as well as variety of services), and (c) a logical migration plan that minimizes the negative impact on Local Education Agencies (LEAs) is provided and followed.

It is anticipated that in the third quarter of 2009 the Contractor will begin the migration of K-12 onto the TNII-2 network. However, the Contractor shall be prepared for migration at an earlier date if so desired by the State. The contractor will need to provide to the TNII-2 contractor all Internet Protocol (IP) addresses/subnets for each K-12 end site.

The funding streams designed to support the ensuing contract will involve the use of State funds and E-Rate funding. A description of the E-Rate funding program can be found at <http://www.ed.gov/about/offices/list/oii/nonpublic/erate.html>.

The Local Education Agencies (LEA) across the state may choose to purchase additional services from the contractor at the contract prices provided to the state. However, this will be accomplished via a separate contractual agreement between the LEAs and the Contractor.

1.2 Scope of Service, Contract Period, and Required Terms and Conditions

The RFP Attachment 6.1, *Pro Forma* Contract details the State's required:

- Scope of Services and Deliverables in Section A;
- Contract Period in Section B;
- Payment Terms in Section C;
- Standard Terms and Conditions in Section D; and,
- Special Terms and Conditions in Section E.

The *pro forma* contract substantially represents the contract document that the proposer selected by the State MUST agree to and sign.

1.3 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The State has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations.

Tiffany Baker Cox, Director of Office of Civil Rights
Tennessee Department of Education
6th Floor Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243
Phone: (615) 253-1550

1.4 Assistance to Proposers With a Disability

A Proposer with a disability may receive accommodation regarding the means of communicating this RFP and participating in this RFP process. A Proposer with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.5 RFP Communications

1.5.1 Unauthorized contact regarding this RFP with employees or officials of the State of Tennessee other than the RFP Coordinator detailed below may result in disqualification from this procurement process.

1.5.1.1 Interested Parties must direct all communications regarding this RFP to the following RFP Coordinator, who is the state of Tennessee's only official point of contact for this RFP.

Samantha D. Law, RFP Coordinator
Tennessee Department of Education
6th Floor, Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243
Email: Samantha.Law@state.tn.us
Phone: (615) 532-8539
Fax: (615) 253-5705

1.5.1.2 Notwithstanding the foregoing, Interested Parties may contact the staff of the Governor's Office of Diversity Business Enterprise for general, public information regarding this RFP, assistance available from the Governor's Office of Diversity Business Enterprise, or potential future state procurements.

1.5.2 The State has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:

RFP-331.00-010

1.5.3 Any oral communications shall be considered unofficial and non-binding with regard to this RFP.

1.5.4 Each Proposer shall assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the

method of dispatch. Actual or electronic “postmarking” of a communication or proposal to the State by a deadline date shall not substitute for actual receipt of a communication or proposal by the State.

- 1.5.5 The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.5.6 The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The State’s official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.
- 1.5.7 The State will convey all official responses and communications pursuant to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose.
- 1.5.8 Only the State’s official, written responses and communications shall be considered binding with regard to this RFP.
- 1.5.9 The State reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, electronic mail, or Internet posting).
- 1.5.10 Any data or factual information provided by the State, in this RFP or an official response or communication, shall be deemed for informational purposes only, and if a Proposer relies on such data or factual information, the Proposer should either: (1) independently verify the information; or, (2) obtain the State’s written consent to rely thereon.

1.6 Notice of Intent to Propose

Each potential proposer should submit a Notice of Intent to Propose to the RFP Coordinator by the deadline detailed in the RFP Section 2, Schedule of Events. The notice should include:

- Proposer’s name
- name and title of a contact person
- address, telephone number, and facsimile number of the contact person

NOTICE: A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of RFP amendments and other communications regarding the RFP (refer to RFP Sections 1.5, et seq., above).

1.7 Proposal Deadline

Proposals must be submitted no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond to the written RFP and any RFP exhibits, attachments, or amendments. A late proposal shall not be accepted, and a Proposer’s failure to submit a proposal before the deadline shall cause the proposal to be disqualified.

1.8 Pre-Proposal Conference

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. The purpose of the conference is to discuss the RFP scope of services. While questions will be entertained, the response to any question at the Pre-Proposal Conference shall be considered tentative and non-binding with regard to this RFP. Questions concerning the RFP should be submitted in writing prior to the Written Comments Deadline date detailed in the RFP Section 2, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the State as described in RFP Sections 1.5, et seq.,

above and on the date detailed in the RFP Section 2, Schedule of Events.

Pre-Proposal Conference attendance is not mandatory, and each potential Proposer may be limited to a maximum number of attendees depending upon overall attendance and space limitations. The conference will be held at:

Andrew Johnson Tower
710 James Robertson Parkway
1st Floor Conference Room
Nashville, TN 37243

1.9 Performance Bond

The State will require a performance bond upon approval of a contract pursuant to this RFP. The amount of the performance bond must be in the sum:

- Ten million dollars (\$10,000,000.00) for year one,
- Seven million five hundred thousand dollars (\$7,500,000.00) for year two,
- Five million dollars (\$5,000,000.00) for year three,
- Five million dollars (\$5,000,000.00) for each year of the term extension if effected.

The successful Proposer shall obtain the required performance bond in form and substance acceptable to the State (refer to RFP Attachment 6.6) and provide it to the State no later than the Performance Bond Deadline date detailed in the RFP Section 2, Schedule of Events. Failure to provide the performance bond prior to the deadline as required shall result in contract termination.

In lieu of a performance bond, a surety deposit, in the amounts listed in the previous paragraph, may be substituted if approved by the State prior to its submittal.

2 RFP SCHEDULE OF EVENTS

The following Schedule of Events represents the State's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., Central Time.

RFP SCHEDULE OF EVENTS		
NOTICE: The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The State will communicate any adjustment to the Schedule of Events to the potential proposers from whom the State has received a Notice of Intent to Propose.		
EVENT	TIME	DATE (all dates are state business days)
1. State files form 470 with the FCC		November 22, 2006
2. State Issues RFP		December 7, 2006
3. Disability Accommodation Request Deadline		December 14, 2006
4. Pre-proposal Conference	10:00 a.m.	December 18, 2006
5. Notice of Intent to Propose Deadline		December 20, 2006
6. Written Comments Deadline		December 28, 2006
7. State Responds to Written Comments		January 5, 2007
8. Proposal Deadline	2:00 p.m.	January 12, 2007
9. State Completes Technical Proposal Evaluations		January 19, 2007
10. State Opens Cost Proposals and Calculates Scores	9:00 a.m.	January 22, 2007
11. State Issues Evaluation Notice <u>and</u> Opens RFP Files for Public Inspection	9:00 a.m.	January 23, 2007
12. Contract Signing		February 2, 2007
13. Contract Signature Deadline		February 9, 2007
14. Performance Bond Deadline		February 12, 2007
15. Contract Start Date		February 13, 2007

3 PROPOSAL REQUIREMENTS

Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. There will be no best and final offer procedure.

3.1 Proposal Form and Delivery

3.1.1 Each response to this RFP must consist of a Technical Proposal and a Cost Proposal (as described below).

3.1.2 Each Proposer must submit one (1) original and seven (7) copies of the Technical Proposal to the State in a sealed package that is clearly marked:

“Technical Proposal in Response to RFP- 331.00-010 -- Do Not Open”

3.1.3 Each Proposer must submit one (1) Cost Proposal to the State in a separate, sealed package that is clearly marked:

“Cost Proposal in Response to RFP- 331.00-010 -- Do Not Open”

3.1.4 If a Proposer encloses the separately sealed proposals (as detailed above) in a larger package for mailing, the Proposer must clearly mark the outermost package:

“Contains Separately Sealed Technical and Cost Proposals for RFP- 331.00-010”

3.1.5 The State must receive all proposals in response to this RFP, at the following address, no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events.

Tennessee Department of Education
Attn: Samantha Law, RFP Coordinator
Andrew Johnson Tower, 6th Floor
710 James Robertson Parkway
Nashville, TN 37243-0375

3.1.6 A Proposer may not deliver a proposal orally or by any means of electronic transmission.

3.2 Technical Proposal

3.2.1 The RFP Attachment 6.3, Technical Proposal and Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. This guide includes mandatory and general requirements as well as technical queries requiring a written response.

NOTICE: No pricing information shall be included in the Technical Proposal. Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal non-responsive and the State shall reject it.

3.2.2 Each Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each Proposer should duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate).

3.2.3 Each proposal should be economically prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). All proposal pages must be numbered.

- 3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.
- 3.2.5 The State may determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide;
- 3.2.6 The State may determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide
- 3.3 Cost Proposal**
- 3.3.1 The Cost Proposal must be submitted to the State in a sealed package separate from the Technical proposal.
- 3.3.2 Each Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.4, Cost Proposal and Evaluation Guide.
- 3.3.3 Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Evaluation Guide and shall NOT record any other rates, amounts, or information.
- 3.3.4 The proposed cost shall incorporate all costs for services under the contract for the total contract period.
- 3.3.5 The Proposer must sign and date the Cost Proposal.
- 3.3.6 If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and reject it.

4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION

4.1 Proposer Required Review and Waiver of Objections

Each Proposer must carefully review this RFP and all attachments, including but not limited to the *pro forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these comments/objections have not been brought to the attention of the State, in writing, by the Written Comments Deadline.

4.2 RFP Amendment and Cancellation

The State reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, the State will convey such amendment to the potential proposers who submitted a Notice of Intent to Propose. Each proposal must respond to the final written RFP and any exhibits, attachments, and amendments.

The State of Tennessee reserves the right, at its sole discretion, to cancel and reissue this RFP or to cancel this RFP in its entirety in accordance with applicable laws and regulations.

4.3 Proposal Prohibitions and Right of Rejection

4.3.1 The State of Tennessee reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.

4.3.2 Each proposal must comply with all of the terms of this RFP and all applicable State laws and regulations. The State may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. The State may consider any proposal that does not meet the requirements of this RFP to be non-responsive, and the State may reject such a proposal.

4.3.3 A proposal of alternate services (*i.e.*, a proposal that offers services different from those requested by this RFP) shall be considered non-responsive and rejected.

4.3.4 A Proposer may not restrict the rights of the State or otherwise qualify a proposal. The State may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.5 A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the State may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.6 A Proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Proposer.

4.3.7 A Proposer shall not submit multiple proposals in different forms. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and permitting a second Proposer to submit another proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor. Submitting multiple proposals in different forms may result in the disqualification of all Proposers knowingly involved.

4.3.8 The State shall reject a proposal if the Cost Proposal was not arrived at independently without

collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer. Regardless of the time of detection, the State shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.

- 4.3.9 The State shall not contract with or consider a proposal from:
- 4.3.9.1 an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;
 - 4.3.9.2 a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
 - 4.3.9.3 a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
 - 4.3.9.4 any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and such individual, company, or other entity may not submit a proposal in response to this RFP.
 - 4.3.9.5 For the purposes of applying the requirements of RFP subsection 4.3.9, *et. seq.*, an individual shall be deemed an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.
 - 4.3.10 The State reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFP. If the State waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such. Notwithstanding any minor variance, the State may hold any Proposer to strict compliance with this RFP.

4.4 Incorrect Proposal Information

If the State determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.

4.5 Proposal of Additional Services

If a proposal offers services in addition to those required by and described in this RFP, the additional services may be added to the contract before contract signing at the sole discretion of the State. Notwithstanding the foregoing, a Proposer shall not propose any additional cost amount(s) or rate(s) for additional services.

NOTICE: The Proposer's Cost Proposal shall record only the proposed cost as required in this RFP and shall not record any other rates, amounts, or information. If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and shall reject the proposal.

4.6 Assignment and Subcontracting

- 4.6.1 The Proposer awarded a contract pursuant to this RFP may not subcontract, transfer, or assign any

portion of the contract without the State's prior, written approval.

- 4.6.2 A subcontractor may only be substituted for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.
- 4.6.3 At its sole discretion, the State reserves the right to refuse approval of any subcontract, transfer, or assignment.
- 4.6.4 Notwithstanding State approval of each subcontractor, the Proposer, if awarded a contract pursuant to this RFP, shall be the prime contractor and shall be responsible for all work performed.

4.7 Right to Refuse Personnel

At its sole discretion, the State reserves the right to refuse any personnel, of the prime contractor or a subcontractor, for use in the performance of a contract pursuant to this RFP.

4.8 Insurance

The State may require the apparent successful Proposer to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the State may require, at its sole discretion, the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the State shall be in form and substance acceptable to the State.

4.9 Licensure

Before a contract pursuant to this RFP is signed, the apparent successful Proposer must hold all necessary, applicable business and professional licenses. The State may require any or all Proposers to submit evidence of proper licensure.

4.10 Service Location and Work Space

The service pursuant to this RFP is to be performed, completed, managed, and delivered as detailed in the RFP Attachment 6.1, *Pro Forma* Contract. Work space on the State's premises may be available for contractor use in accordance with the *pro forma* contract or at the State's discretion. Any work performed on the State's premises shall be completed during the State's standard business hours.

4.11 Proposal Withdrawal

A Proposer may withdraw a submitted proposal at any time up to the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. To do so, a proposer must submit a written request, signed by a Proposer's authorized representative to withdraw a proposal. After withdrawing a previously submitted proposal, a Proposer may submit another proposal at any time up to the Proposal Deadline.

4.12 Proposal Errors and Amendments

Each Proposer is liable for all proposal errors or omissions. A Proposer will not be allowed to alter or amend proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

4.13 Proposal Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any

proposal.

4.14 Disclosure of Proposal Contents

Each proposal and all materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Notwithstanding, a list of actual proposers submitting timely proposals may be available to the public, upon request, directly after technical proposals are opened by the state.

Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection.

4.15 Contractor Registration

All service contractors with state of Tennessee contracts must be registered through the Department of Finance and Administration's Service Provider Registry prior to contract approval. However, registration with the state is not required to make a proposal (any unregistered service provider must simply register as required prior to the final contract approval). Refer to the following Internet URL for more information about the Service Provider Registry and to register "on-line."

www.state.tn.us/finance/rds/ocr/sprs.html

4.16 Contract Approval

The RFP and the contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. Contract award and State obligations pursuant thereto shall commence only after the contract is signed by the Contractor and the head of the procuring state agency and after the contract is approved and signed by all other State officials as required by State laws and regulations.

4.17 Contract Payments

All contract payments shall be made in accordance with the contract's Payment Terms and Conditions provisions (refer to RFP Attachment 6.1, *Pro Forma Contract*, Section C). No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the State be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before contract approval by State officials as required by applicable statutes and rules of the State of Tennessee or before the contract start date or after the contract end date specified by the contract.

4.18 Contractor Performance

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the State may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the State requires such an inspection, the Contractor shall provide reasonable access and assistance.

4.19 Contract Amendment

During the course of this contract, the State may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP.

In such instances, the State shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such agreement shall be effected by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring state agency and must be approved by other State officials as required by State laws and regulations. The Contractor shall not commence additional work until the State has issued a written contract amendment and secured all required approvals.

4.20 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision shall not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

5 PROPOSAL EVALUATION & CONTRACT AWARD

5.1 Evaluation Categories and Maximum Points

The State will consider qualifications and experience, technical approach, and cost in the evaluation of proposals. The maximum points that shall be awarded for each of these categories are detailed below.

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	25
Technical Approach	35
Cost Proposal	40

5.2 Evaluation Process

The proposal evaluation process is designed to award the contract not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

- 5.2.1 The RFP Coordinator will use the RFP Attachment 6.3, Technical Proposal and Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.
 - 5.2.1.1 The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.3, Technical Proposal and Evaluation Guide, Technical Proposal Section A). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document its determination of whether: (1) the proposal meets requirements for further evaluation; (2) the State will request clarifications or corrections; or, (3) the State will determine the proposal non-responsive to the RFP and reject it.
 - 5.2.1.2 A Proposal Evaluation Team, made up of three or more State employees, will evaluate each Technical Proposal that appears responsive to the RFP.
 - 5.2.1.3 Each Proposal Evaluation Team member will independently, evaluate each proposal against the evaluation criteria in this RFP, rather than against other proposals, and will score each in accordance with the RFP Attachment 6.3, Technical Proposal and Evaluation Guide.
 - 5.2.1.4 The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by the State. The subject Proposer shall put any resulting clarification in writing as may be required by the State.
- 5.2.2 After Technical Proposal evaluations are completed, the RFP Coordinator will open the Cost Proposals and use the RFP Attachment 6.4, Cost Proposal and Evaluation Guide to calculate and document the Cost Proposal scores.
- 5.2.3 For each responsive proposal, the RFP Coordinator will add the average Technical Proposal score to the Cost Proposal score (refer to RFP Attachment 6.5, Proposal Score Summary Matrix).

5.3 Contract Award Process

- 5.3.1 The RFP Coordinator will forward the results of the proposal evaluation process to the head of the procuring agency who will consider the proposal evaluation process results and all pertinent information available to make a determination about the contract award. The State reserves the right to make an award without further discussion of any proposal.

Notwithstanding the foregoing, to effect a contract award to a proposer other than the one receiving the highest evaluation score, the head of the procuring agency must provide written justification for such an award and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.

- 5.3.2 After the agency head's determination, the State will issue an Evaluation Notice to identify the apparent best-evaluated proposal on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

- 5.3.3 The State will also make the RFP files available for public inspection on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

- 5.3.4 The Proposer with the apparent best-evaluated proposal must agree to and sign a contract with the State which shall be substantially the same as the RFP Attachment 6.1, *Pro Forma* Contract.

However, the State reserves the right, at its sole discretion, to add terms and conditions or to revise *pro forma* contract requirements in the State's best interests subsequent to this RFP process. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.

- 5.3.5 The Proposer with the apparent best-evaluated proposal must sign and return the contract drawn by the State pursuant to this RFP no later than the Contract Signature Deadline date detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.

- 5.3.6 If the State determines that the apparent best-evaluated proposal is non-responsive and rejects the proposal after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each responsive Cost Proposal to determine the new, apparent best-evaluated proposal.

ATTACHMENT 6.1
PRO FORMA CONTRACT

The pro forma contract detailed in this attachment contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from this RFP.

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF EDUCATION
AND
[CONTRACTOR NAME]

This Contract, by and between the State of Tennessee, Department of Education, hereinafter referred to as the “State” and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the “Contractor,” is for the provision of the statewide ConnectTEN bundled Internet service offering, as further defined in the “SCOPE OF SERVICES.”

The Contractor is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]. The Contractor’s address is:

[ADDRESS]

The Contractor’s place of incorporation or organization is [STATE OF ORGANIZATION].

A. SCOPE OF SERVICES:

A.1. Definitions.

- a. *E-rate.* Established as part of the Telecommunications Act of 1996 with the purpose of providing affordable access to telecommunications services for all eligible schools and libraries. Provides discounts of 20% - 90% on telecommunication services.
- b. *SLD.* Schools and Libraries Division of the Universal Services Administrative Company (USAC) responsible for the administration of the E-rate program.
- c. *Fault Management Process.* The process by which problems which affect an End Site’s connection to ConnectTen are identified and resolved.
- d. *Network Capacity and Performance Management.* Functional area within Network Operations which is focused on capturing and analyzing network component utilization data.
- e. *Configuration Management.* Process within Network Operations for the maintenance of a database of technical requirements of all the network components.
- f. *Internet Access and Bundled Services.* *Internet Access* is an information service. The Communications Act of 1934 (as amended) defines an information service as “the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.” [47 U.S.C. 153(20)]. Under FCC rules, funding is available for Internet Access that [transmits] information as part of a gateway to an information service, where that transmission does not involve the generation or alteration of the content of information but may include data transmission, address translation, protocol conversion, billing management, introductory information content, and navigational systems that enable users to access information services that do not affect the presentation of such information services to users. To qualify as Internet Access, all services must reach the boundary of public Internet space.

Bundled Services are other E-rate eligible services, in the Internet Access category, bundled and delivered as part of the Internet Access as defined at <http://www.universalservice.org/si/tools/eligible-services-list.aspx>.

- g. *Plan Site Categories.* All Tennessee schools currently have Internet access. Their method of connection and degree of equipment ownership are divided into four categories labeled Standard Plan, Alternate Plans 1, 2, and 3 as further defined below. A list of all Tennessee Public schools is available at <http://www.k-12.state.tn.us/sde/>.
- 1) Standard Plan Sites. All ConnectTEN services and connectivity to the Local Education Agency (LEA, or school district) and its individual schools are provided by the Contractor. Internet Access is provided to the district office and to each school building. There are currently 1504 school end sites being served under the Standard Plan.
 - 2) Alternate 1 Plan Sites. The LEA manages its own school site equipment and data lines. The Contractor will manage the LEA or county-level aggregation point equipment and connectivity to the ConnectTEN network and will provide fully managed Internet services from the aggregation point. School site equipment includes any additional routers or Local Area Network (LAN) equipment not provided by the Contractor. Those Internet connectivity services include network monitoring, caching, filtering, software maintenance and upgrades, and hardware maintenance and upgrades as described in the Scope of Services.
The following LEAs are current Alternate 1 Plan sites:
 - Maryville
 - Memphis
 - Rutherford
 - 3) Alternate 2 Plan Sites. This is a hybrid approach to the Standard Plan sites and the Alternate Plan 1 description above. The LEA manages school site equipment and connectivity for some, but not all, sites. The Contractor will manage school routers and connectivity for the remaining sites. All traffic traverses the ConnectTEN network and receives the benefits of network monitoring, caching, filtering, software maintenance and upgrades, and hardware maintenance and upgrades.
The following LEAs are current Alternate 2 Plan sites:
 - Clay
 - Fentress
 - Jackson
 - Overton
 - Pickett

These counties are part of a project called ExCEED, the Excellence in Community Education and Economic Development. Most of the schools are connected via a fiber optic network, which then connects to the ConnectTEN network. However, there are some sites which are not within the fiber ring and which receive access via telco connectivity technologies.
 - 4) Alternate 3 Plan Sites. The LEA uses an alternate Internet service provider. However, the LEA can receive services, such as E-mail, help desk support, E-rate 471 filing support.
The following LEAs are current Alternate 3 Plan sites:
 - Bedford
 - Dickson
 - Humboldt City
 - Madison
 - Montgomery
 - Shelby
- h. *Filtering.* A filtering service protects users from dangerous or inappropriate content most often by selectively blocking certain words or certain Internet sites. It may be provided by an Internet provider as a monthly service but is not eligible for E-rate discount per the Schools and Libraries Division of the Universal Service Administration Company (SLDs) eligible service list.
(<http://www.universalservice.org/sl/tools/eligible-services-list.aspx>).
- i. *Internet2.* Internet2 is a consortium of universities, industry, and government for development and

deployment of advanced network applications and technologies. A telecommunications link that connects an eligible entity to Internet2 is eligible for E-rate discount under the Telecommunications category.

Membership dues or any fees for non-telecommunications services are not eligible.

- j. *End Sites* – a school or a school administrative office location that requires connectivity to the ConnectTEN network.
- k. *Points of Presence (POPs)* – a wide area network connection point and network aggregation point where multiple End Site locations are serviced by a single, geographically located POP within the ConnectTEN network.
- l. *Network Access Points (NAPs)* - a wide area network aggregation and network switching point that inter-connects ConnectTEN's high-speed backbone trunks responsible for inter-NAP communications, regional POP connectivity to the network, and some local End Sites within close proximity of the NAP
- m. *WAN Links* – the point-to-point, partially-meshed, fully meshed, and ring configuration wide area network links used to inter-connect End Sites to POPs, POPs to NAPs, and NAPs to NAPs.
- n. *Technical Consultant* – Provide input and direction for network operations, diagnostics, and improvements.
- o. *Fiscal/Administrative Consultant* – Provide direction and input on E-Rate eligible services and the application by the Contractor for E-Rate reimbursement.

- A.2. E-Rate Program Overview. The “SLD Guide to Service Provider Participation in the E-rate” serves as a step-by-step guide explaining the Universal Service Support Mechanism for Schools and Libraries (the E-rate Program or the Program) for the Service Provider community.

The Universal Service Support Mechanism for Schools and Libraries, commonly called the “E-rate,” is administered by the Schools and Libraries Division (SLD) of the Universal Services Administrative Company (USAC). USAC oversees the administration of all universal service support, which includes the High Cost mechanism, the Low-Income mechanism, the Rural Health Care mechanism and the Schools and Libraries mechanism. USAC has the responsibility to administer the program in ways that prevent fraud, waste and abuse.

The E-rate program was established as part of the Telecommunications Act of 1996 with the express purpose of providing affordable access to tele-communications services for all eligible schools and libraries, particularly those in rural and inner-city areas. The Program is run under the auspices of the Federal Communications Commission (FCC), which is ultimately responsible for its proper administration. Funded at up to \$2.25 billion annually, the Program provides discounts of 20% to 90% on telecommunications services, Internet access and internal connections. These discounts are provided through the service providers who deliver the actual services.

Funding for the universal service discounts comes from the telecommunications industry, in an Information Age update to the time-honored concept of universal service. The level of discounts schools and libraries are eligible to receive depends on economic need and location, rural or urban; once approved, they apply their discounts to telecommunications services, Internet access and internal connections, then pay the difference out of their own budgets.

Summary of Certain E-rate Processes

- o Applicant Sequence of Events
 - Step 1: Develop a Technology Plan
 - Step 2: File FCC Form 470, Schools and Libraries Universal Service Description of Service Requested and Certification Form 470
 - Step 3: Wait 28 days after filing FCC Form 470, receive bids for new services/hold pre-existing contracts.
 - Step 4: Negotiate a contract
 - Step 5: File FCC Form 471, Schools and Libraries Universal Service Services Ordered and Certification Form 471
 - Step 6: Problem Resolution/Program Integrity Review
 - Step 7: Receipt Acknowledgement Letter (RAL)
 - Step 8: Funding Commitment Decisions Letter (FCDL)
 - Step 9: Collect Forms 479, Schools and Libraries Universal Service Certification by Administrative Authority to Billed Entity of Compliance with the Children’s Internet Protection Act.

Step 10: File FCC Form 486, Schools and Libraries Universal Service Receipt of Service Confirmation Form

Step 11: Receive discounted bills from service provider

o Service Provide Invoicing Sequence of Events

Before any of these events can occur, the service provider must be registered with USAC by filing FCC Form 498, Service Provider Information Form. In addition, the service provider must have on file with USAC FCC Form 473, Universal Service for Schools and Libraries Service Provider Annual Certification Form

Step 1: Provide services to applicant

Step 2: Provide applicant with discounted bill for services

Step 3: Prepare FCC Form 474, Universal Service for Schools and Libraries Service Provider Invoice Form

Step 4: Submit Service Provider Invoice

Step 5: Assist in Problem Resolution Program

Step 6: Correct errors, if any, on invoices

Step 7: Receive USAC remittance statement

o Additional E-Rate Information

a. SLD Web Site: www.universalservice.org/sl

b. SLD Client Service Bureau (toll-free) – (888) 203-8100

c. The E-rate law: 47 U.S.C. Sec. 254 (<http://www.gpoaccess.gov/cfr/index.html>)

d. The E-rate regulations: 47 C.F.R. Part 54 Subpart F (<http://www.gpoaccess.gov/cfr/index.html>)

e. FCC web site: www.fcc.gov

A.3. General Scope of ConnectTEN. The Contractor will design, deliver, and install all the necessary bandwidth, network hardware and software systems, to supply the K-12 public schools of Tennessee with Internet Access and bundled Internet services, including management of electronic mail services, security, network management, content filtering, and operational support of the Tennessee ConnectTEN Network. It is the intent of this bundled service offering to provide a technical infrastructure for Tennessee educators and students to access, utilize and leverage Internet-based resources as effectively as possible and meet the technical specifications.

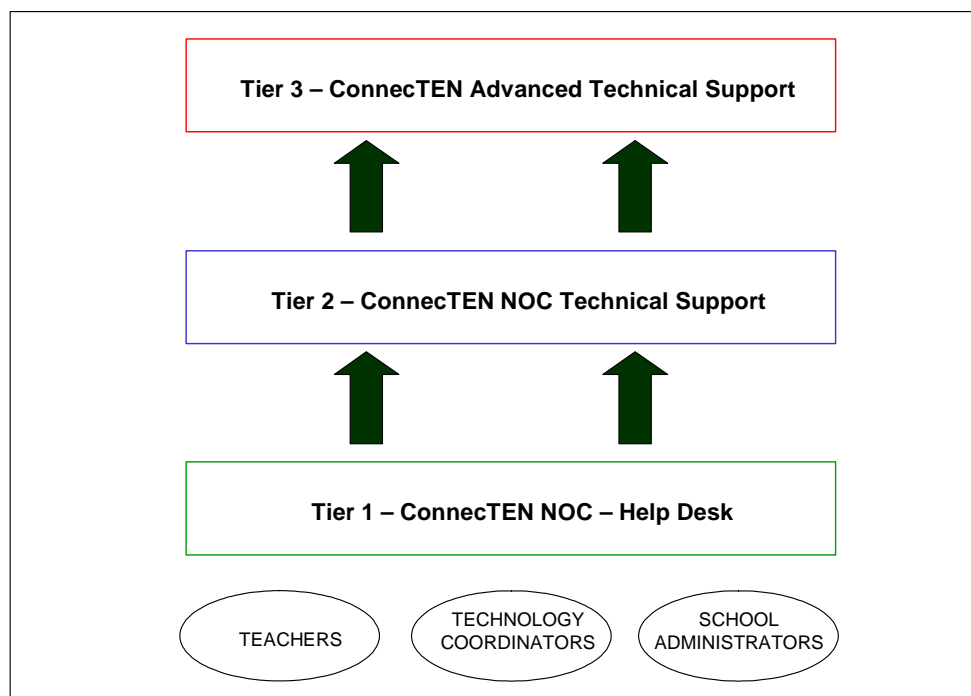
A.4. General Network Management Requirements. The following defines the general requirements for providing bundled ConnectTEN network management services.

- a. The ConnectTEN Network Operations Center (NOC) must be within the United States.
- b. The ConnectTEN Tier 1 NOC Help Desk must operate from 7:00am to 5:00pm CST, Monday through Friday with the exception of December 24, 25, 31 and January 1 of each calendar year.
- c. The ConnectTEN Tier 1 NOC Help Desk must provide a toll-free in-state 800 number for remote telephone based technical support to diagnose, isolate, identify, and resolve ConnectTEN related problems and faults.
- d. The ConnectTEN Tier 1 NOC Help Desk must provide accessibility and communications to the K-12 End User Community via facsimile, electronic mail, and the world wide web.
- e. The Contractor must staff the Tier 1, Tier 2, and Tier 3 network management structure with qualified technical support engineers. This staff will make up the Tier 1, Tier 2, and Tier 3 technical support levels as defined in this contract.
- f. The Contractor must staff the Tier 1, Tier 2, and Tier 3 with a minimum number of qualified technical support engineers to meet or exceed the service level requirements stated in A.5.c.
- g. The ConnectTEN NOC must provide its own voice telecommunication system that facilitates the routing of inbound calls to the appropriate Tier 2, or Tier 3 NOC technician or engineer.
- h. The ConnectTEN NOC Help Desk must route inbound calls to the next Tier NOC technician or engineer in the event that all Tier 1 NOC Help Desk technicians or engineers are busy thereby minimizing the duration of calling queues.

- i. The ConnectTEN NOC Help Desk service offering must have an internal Quality Assurance process and checks and balance process that monitors, evaluates, and verifies if satisfactory problem resolution and service level commitments are met.
 - j. The ConnectTEN network management service offering must provide the network management services according to the following demarcation definition: The point of demarcation for the ConnectTEN Service Provider's responsibilities is the router or data communications device that connects a school building's LAN to the ConnectTEN network.
 - k. The ConnectTEN network management service offering must undergo an annual audit by the State. The purpose of this annual audit is to verify and validate at a minimum the following:
 - Devices to be monitored
 - ConnectTEN network growth and scalability for the next year
 - Overview of that year's compliance with the Contract service level agreements
 - Overall quality assurance and internal processes review
 - l. The Contractor will conduct Network Management System (NMS) development interfacing, customization, and coding the necessary scripts, applications, and calculations in order to accurately measure specific network management data elements.
- A.5. ConnectTEN Technical Requirements. The Contractor will provide bundled Internet services to Tennessee K-12 public schools in accordance with the following requirements:
- a. Physical Network Layout Requirements. The network physical layout is the physical network's topology and overall architecture that is to be deployed throughout the State of Tennessee for the ConnectTEN network. Designing and implementing a statewide network infrastructure will require a hierarchical, network architecture and geographically dispersed physical presence to counties and service access points desired by the ConnectTEN End Sites. Although the ConnectTEN service provider can design and deploy the ConnectTEN network infrastructure in a manner consistent with internal best practices, it is envisioned that the ConnectTEN network service offering will be based on the following building blocks:
 - End Sites – all end sites must have at least 1.544 Mbps (T1) of bandwidth or the nearest equivalent available; end sites that currently receive greater than a 1.544 Mbps should continue to do so
 - Points of Presence (POPs) –see A.1.k.
 - Network Access Points (NAPs) – see A.1.l.
 - WAN Links – see A.1.m.
 - i. The Contractor will design the network's physical layout in order to provide redundant internet connectivity and functionality to the vast community of ConnectTEN End Site locations. The NAPs and POPs to be implemented must be capable of providing redundancy. The actual quantity and location of NAPs and POPs that are physically designed into the ConnectTEN network infrastructure will be left to the Contractor's discretion as long as the goal of providing cost effective, scalable, and bundled internet services are provided to the End User community. Design factors that the Contractor should consider include but are not limited to:
 - Quantity and growth of ConnectTEN End Users and network systems for a given physical location, county, city or town
 - Analysis of aggregating network traffic at specific POP and NAP locations for the new, ConnectTEN network infrastructure based on population, network traffic, and existing network aggregation points
 - Flexible and scalable network bandwidth and redundant network connectivity to ConnectTEN End User sites throughout the state
 - Identifying and providing an End Site-to-ConnectTEN universal access connectivity service offering with bundled services

- Any use of wireless network services are at the discretion of the service provider
 - The State takes no responsibility for securing access rights to erect towers or connect cable or fiber at any location
- ii. The physical network layout must also provide for meeting minimum performance requirements. The minimum requirements with the E-rate funding level at 100% are as follows:
- a) For the ConnectTEN End Site device where traffic flows, there shall not be greater than 1.5% total packet loss (e.g., dropped packets) per hour at an End Site location at any time. Remedial action with prior approval from the respective ConnectTEN NOC must take place to eliminate any packet loss or dropped packets greater than 1.5% of the total packet transmission per hour to a value less than this maximum tolerance within the timeframes as specified by the Minor Outage Response Time and Time to Fix Definition.
 - b) For the ConnectTEN End Site device where traffic flows, there shall not be greater than 1.5% total errored packets (e.g., bad packets) per hour at an End Site location at any time. Remedial action must take place to eliminate greater than 1.5% errored packets provided the problem is the result of a fault within the defined network management domain for each End Site type and within the timeframes as specified by the Minor Outage Response Time and Time to Fix Definition.
 - c) For each End Site's default ConnectTEN Service Provider's Internet Gateway connection, there shall not be greater than 35mSec of round-trip transmission delay between a ConnectTEN End Site Device's or ConnectTEN End Site's DTE serial WAN interface and that End Site's default Internet Gateway's serial WAN interface (e.g., End Site to closest ConnectTEN Internet egress point) during normal school hours on a school day. This 35mSec round trip transmission delay, shall be calculated as an average value for each 10 minute time sample.
 - d) All ConnectTEN End Site connections shall have an average bandwidth utilization value less than 75% utilization. This 75% bandwidth utilization value shall be calculated as an average value for each 10 minute time sample during the normal school hours on a school day. Polling and response time measurements must be conducted every 10 minutes for a total of 6 time samples per hour. In the event that this 75% average bandwidth utilization factor is exceeded for a given End Site connection, remedial action with prior approval by the State or local school system must be taken to lessen the average bandwidth utilization to acceptable performance levels. This utilization is based on an average student to computer ratio of 2:1.
- b. Bundled Network Management/ Technical Support Requirements. Each Local Education Agency will be connected and utilize the ConnectTEN network infrastructure for Internet access and E-Mail services and each local school system will create their own internal methods and processes for how they would like to interface to the ConnectTEN Tier 1 Network Operations Center (NOC) Help Desk. The Contractor will provide a Help Desk to field questions, report a fault or technical problem, and provide technical assistance as part of the overall bundled service offering. The Contractor will provide comprehensive network management support to its end user customer base and act as the direct liaison to the K-12 End User Community

The ConnectTEN technical support hierarchy must be capable of providing a creative service offering specifically in these four areas: 1) fault (A.5.c.), 2) performance (A.5.f), 3) configuration, (A.5.g.), and 4) security management (A.5.h.). The ConnectTEN Level 1 NOC Help Desk will act as the single point of contact for all End User inquiries and fault notifications. In addition, the ConnectTEN NOC function will provide Tier 2 and Tier 3 technical support and interfacing with the End User for problems or faults that are not resolved by the Tier 1 NOC Help Desk. This hierarchy is depicted in the graphic below.



The most common method of contracting the Tier 1 NOC is for any district or school user, including teachers or administrators, to contract their district Technology Coordinator to make them aware of the issue. The Technology Coordinator will then contact the Tier 1 NOC as needed. However, any district or school user may contact the Tier 1 NOC at any time.

Tier 1 – ConnectTEN Service Provider NOC Support Overview

This represents the first level of end user customer support and technical assistance services which shall be performed by the ConnectTEN NOC Help Desk. It is envisioned that the ConnectTEN Tier 1 NOC Help Desk will be made available to the K-12 End User Community during the hours from 7:00am – 5pm CST, Monday-Friday.

If the trouble call cannot be resolved within the maximum resolution time defined in A.5.c. The Tier 2 NOC Technician may dispatch a Tier 3 NOC Engineer or dispatch a field service technician in order to conduct on-site support for problem resolution.

Tier 2 – ConnectTEN Service Provider NOC Support Overview

This represents the second level of problem escalation and requires a Tier 1 ConnectTEN NOC Technician to contact the ConnectTEN NOC at Tier 2 to pass or initiate a request for problem resolution.

Tier 3 – ConnectTEN Service Provider Advanced Support Overview

At any point in the escalation process, a Tier 2 Technician may decide to dispatch a Tier 3 Engineer or Field Service Technician for on-site problem resolution. The Contractor will provide on-site support when the problem has been identified as a defective hardware or software problem. Ultimately, the End User is provided with the highest level of technical support whether the problem can be diagnosed and resolved remotely or whether it requires onsite resolution.

- c. Fault Management Technical Requirements. The Contractor must provide the Fault Management

processes for ConnectTEN and is responsible for identifying and resolving problems which affect an End Site's connection to ConnectTEN.

Purpose

Fault Management is a process within Network Operations responsible for applying proven and consistent analytical approaches to network problem determination, isolation, and resolution. Its primary objective is to minimize network interruptions that would negatively impact service levels to the end user. Fault Management is also responsible for service recovery communications.

Elements

- Network Status Supervision - Monitoring functions performed by Network Management Platforms
- Dynamic Trouble Tracking - Automated trouble ticketing and problem tracking database
- Problem Detection - Detection of a network problem
- Problem Determination - Identification of the cause of a network problem
- Problem Notification - Notification to appropriate individuals that a network problem exists and anticipated recovery solutions
- Backup and Reconfiguration - The provision for alternate paths to network resources. Maintenance of backup software configurations for equipment with the ability to quickly download a working configuration
- Reporting - Collection and distribution of statistical fault information used for trend analysis and as a quality assurance vehicle to insure that problems are being solved

The ConnectTEN network management service offering must conform to defined problem identification and severity definitions (see chart below) which includes maximum response and resolution times. The service must also incorporate escalation procedures for moving the problem from Tier 1 to Tier 2, and from Tier 2 to Tier 3. Schools hours are considered to be between 7:00 a.m. and 5:00 p.m. Central Time Monday through Friday.

Critical	Major	Minor
Trouble Ticket Generated and State Notified <u>Problem identification:</u>	Trouble Ticket Generated <u>Problem identification:</u>	Trouble Ticket Generated <u>Problem identification:</u>
Problems Defined as Critical: 1. Ten-Nash E-Mail Servers or System is Down 2. ConnectTEN Primary and Secondary DNS Servers or Service is Down 3. Internet Access for the Entire ConnectTEN Network is Down 4. More Than 50% of a School System's Access is Down 5. A Security Breach Affecting ConnectTEN is Identified 6. Any Major Problem not resolved in the maximum response time	Problems Defined as Major: 1. More than 25% of a School System's Access is Down 2. Severely Degraded ConnectTEN Access and Performance from an Individual School 3. Severely Degraded Ten-Nash E-Mail System Performance 4. Severely Degraded Web Access and Performance 5. Debugging and Troubleshooting of a Security Problem 6. Any Minor Problem not resolved in the maximum response time	Problems Defined as Minor: 1. An Individual School's ConnectTEN Access is Down 2. An End User's E-Mail Account is Down 3. Degraded ConnectTEN Access and Performance from an Individual School 4. Degraded Ten- Nash E-Mail System Performance 5. Content Filtering Problem or Fault 6. Change of E-Mail Password for End User 7. Add/Move/Delete an E-Mail Account 8. Other
<u>Problem Resolution:</u> Maximum 6 school hours If not resolved within 6 hours – Moves into non-conformance Penalty category specified in Service Level Agreement Contract Section A.5.e.	<u>Problem Resolution:</u> Maximum 10 school hours If not resolved within 10 school hours – moves to Critical category	<u>Problem Resolution:</u> Maximum 15 school hours If not resolved within 15 school hours – moves to Major category

- d. **Reporting Requirements.** The ConnectTEN network management service offering must have a defined reporting system to track problem volumes, patterns and trends. The following represents the minimum Fault Management monthly reports that are required:
- i. **Call Tracking** – this is a network management summary report that tracks all trouble calls that are entered into the ConnectTEN Tier 1 NOC Help Desk. These reports must be categorized and summarized based on the severity request for problem resolution (i.e. Critical, Major, Minor)
 - ii. **Problem Resolution** - this is a network management summary report that tracks all trouble calls and problem restoration time. These reports must be categorized and summarized based on the severity of the request for problem resolution (i.e., Critical, Major, Minor)
 - iii. **Average Resolution Time** – this is a network management baseline report that provides the total elapsed time from the timestamp of the request for problem resolution to its closure. The Restoration Time will be averaged over the entire calendar month upon which an average restoration time will be derived for each problem severity level: Critical, Major, Minor.
- e. **Service Level Agreement.** The Contractor will provide the bundled Internet services to Tennessee K-12 public schools in accordance with the following Service Level Agreement as well as the requirements of this contract.

Service Level Agreements and Liquidated Damages

It is the intent of this contract to specifically define the minimum Service Level Agreement (SLA) criteria that is required by the State. It is the desire of the State that all students in all schools have reliable access to the internet during school hours.

The following specifies and defines the SLA criteria:

ConnecTEN Fault Management

As specified in the Technical Requirement defined in Contract Section A.5., the following shall define the Service Level Agreement commitment for the ConnecTEN Fault Management:

The ConnecTEN Network Operations Center (NOC) must provide a resolution to all generated requests for problem resolution within the defined maximum resolution time for Minor, Major, and Critical problems. Any Minor problem not resolved within the defined maximum resolution time must then be moved into the Major problem category. Any Major problem not resolved within the defined maximum resolution time must then be moved into the Critical problem Category. All Critical problems, including those upgraded from Minor or Major to Critical, not resolved within the defined maximum resolution time will then result in penalties being assessed for not meeting required service levels.

Conformance: The Fault Management monthly reports defined in Contract Section A.5.d. will be used to determine if maximum resolution times were exceeded for Critical problems.

Non-Conformance Penalty: Failure to meet the requirements of Section A.5.c. for any ConnecTEN Critical problem shall result in a monthly credit will be issued to the state in the amount equal to \$2,500 for each incident that exceeded the maximum response/resolution time and an additional penalty of \$1,000 per day that the problem remains unresolved.

This credit shall be issued within 15 business days after each ConnecTEN Fault Management monthly report is reviewed and verified by both the State and the Contractor. The review and verification process shall be mutually scheduled between the State and the Contractor for each month no greater than 2 weeks after the preceding month's last day.

- f. Performance Management Technical Requirements. The Contractor will provide Network Capacity and Performance Management which is a functional area within Network Operations focused on capturing and analyzing network component utilization data. Optimization of network capacity and performance is accomplished by adjusting parameters within the network's design constraints. The Network Capacity and Performance Management function takes responsibility for monitoring data traffic on the ConnecTEN network infrastructure from the network's ingress and egress points. This function is also responsible for optimizing and load balancing the traffic on the network by manipulating the operating parameters of various network components.

Elements

- Network Availability - Ability to access internet resources
- Network Response Time - Round-trip time it takes the network to respond after a user enters a request from End Site (school router, etc.) to Destination device
- Throughput - The quantity and speed of data being transmitted in/out an End Site location to the ConnecTEN network access point
- Utilization - The quantity of network bandwidth that is used by an End Site location over a specific period of time
- Analysis and Tuning - Proactive performance monitoring and tuning of the network to optimize performance
- Capacity Planning - Proactive determination of future network utilization and network utilization thresholds based on new service requests or additional End Site network traffic or physical LAN connections
- Reporting - Customized performance reports (reports generated by the network management tools that determine utilization, threshold, response time, availability, etc.)

To be effective, the Performance Management Function requires network performance monitoring tools for the ConnectTEN network. The Network Capacity and Performance Management Function should deliver network performance and capacity reports which depicts data traffic movement, protocol type, volume, traffic flow, and trends specifically for all End Site types and all Internet access links.

Using the data generated from the reports and analyses, the Network Capacity and Performance Management Function should deliver network tuning parameters, traffic load balancing recommendations, and cyclical and peak traffic patterns to ensure that service levels for network performance are met.

The following defines the requirements for Performance Management of the ConnectTEN network.

- i. The Performance Management service offering must perform data collection from at least one Simple Network Management Protocol (SNMP) Manager device in the ConnectTEN network.
- ii. The Performance Management service offering must use management applications, tools, and utilities to conduct SNMP polling and data collection and data archiving. Data collection must be conducted 24 hours/day, 365 days/year.
- iii. The Performance Management service offering must include working with the ConnectTEN network in conducting traffic engineering to optimize End Site performance and throughput for Internet access.
- iv. The Performance Management service offering must be able to identify cost-effective means to increase performance to a specific End Site location.
- v. The Performance Management service offering must include, at a minimum, the following list of monthly reports to be delivered by the 15th of the each month. The data contained in each report will be the prior month data.
 - End Site Non-Availability – this is a baseline network management report that provides connection down-time information on all End Sites unavailable for 4 or more hours during a 24 hour period. End Site Non-Availability will be based on a 10 minute sampling rate, presented on a per hour basis for a 24-hour day, and calculated based on the ratio of total connection up-time over total possible connection up-time for that 24-hour day
 - Internet Egress (ISP) Link Availability – this is a baseline network management report that provides availability or up-time information for each ConnectTEN Internet Egress connection. Internet Egress Link Availability will be based on a 10 minute sampling rate, presented on a per hour basis for a 24-hour day, and calculated based on the ratio of total circuit up-time over total possible circuit up-time for that 24-hour day
 - Internet Egress Average Bandwidth Utilization – this is a baseline network management report that provides bandwidth utilization information for each Internet Egress connection. Each Internet Egress Average Bandwidth Utilization will be based on a 10 minute sampling rate, presented on a per hour basis for a 24-hour day, and calculated based on the ratio of total bits per second utilized for the maximum bandwidth threshold for that Internet Egress connection
 - Internet Egress Throughput - this is a network management baseline report that provides information on each Internet Egress connection's throughput. The Internet Egress Throughput report will be reported as the total number of bytes and the total number of packets that pass through each ConnectTEN Internet Access Gateway Device based on a 10 minute sampling rate, presented on a per hour basis for a 24-hour day
 - Internet Egress Packet Loss – this is a network management baseline report that provides information on each Internet Egress connection's packet loss (e.g., dropped packets) as a percentage of total packet transmission based on a 10 minute sampling rate, presented on a per hour basis for a 24-hour day
- vi. The Performance Management service offering must allow for a performance validation test to be conducted to validate that the minimum performance requirements (A.5.a.ii a) – d)) are being achieved. This test can be requested by the State or the local school system. This test will only be requested after an incident pertaining to network performance and throughput Trouble Ticket has been opened and resolved by the ConnectTEN NOC Help Desk but problems still appear to exist. A written Performance Validation Test report must be provided to the State or local school system that has requested this test with a formal recommendation to improve or alleviate any non-

compliance with the minimum acceptable performance requirements.

The performance validation test and ensuing report must be completed and submitted to the State within three (3) business days of the incident.

- g. Configuration Management Technical Requirements. The Contractor will provide Configuration Management which is the process within Network Operations responsible for maintaining a database of technical information on all network components. This information enables NOC technicians to provide timely troubleshooting functions as well as maintaining up-to-date and accurate element management for components within the network. The Configuration Management process is responsible for maintaining a current on-line, inventory database of information on all network components. Configuration Management is based on the thorough, complete, and accurate collection, processing, and application of detailed information in a wide variety of categories.

Elements

- Inventory Management - The process of tracking and maintaining all network related hardware and software components
- Network Topology Service - The process of maintaining a current baseline of the network topology
- Change Management - The process of tracking all network changes to ensure consistency including updating network documentation
- Order Processing and Provisioning - The process of ordering and managing the delivery of all new network related inventory
- Directory Services - The process of maintaining a listing of all network related services (i.e. network printing, network faxing, etc.)
- Reporting - The process of reporting all important network changes (i.e. changes that deviate from the standard network configuration, or that affect network performance, such as a change that would increase network utilization)

As part of the ConnectTEN Service Provider's network management service offering, a reliable and comprehensive Configuration Management service must be provided. Using a combination of network management systems, tools, information, and policies, the ConnectTEN Service Provider must be dedicated towards providing a thorough Configuration Management service. There needs to be a ConnectTEN Service Provider commitment to implement and adhere to a strict documentation process.

- i. The Configuration Management service offering shall include two distinct categories:
- a) Reactive Configuration Management – shall pertain to immediate problem resolutions in the event that a fault or problem is identified pertaining to an End Site's connection and the only corrective measure to be taken involves configuration or reconfiguration of a network component
 - b) Proactive Configuration Management – shall pertain to planning for a change or an upgrade based on historical data or new functional requirements for an existing End Site. Upgrades to network and system hardware or software elements will be categorized under Proactive Configuration Management
- ii. The Configuration Management service offering must include on-going change management as part of its function and be supplemented with an automated configuration documentation. There should be standard operating procedures for performing End Site network hardware and software maintenance, fault management, performance management, and change management. These procedures must be supported by audit trails of triggered events that are part of the life cycle of a change from submission through implementation. This means that if additional configuration, security, and accounting

modifications are triggered as a result of the change, those specific modifications must have the ability to be readily traceable to the change that caused them.

- iii. The Configuration Management service offering must incorporate hardware and software installation, network acceptance testing, and physical and logical documentation.
- iv. The process for ordering, installing, and conducting verification testing for any new or upgraded End Site ConnectTEN connection within the specified Configuration Management procedures must not exceed 45 calendar days but preferably 30 calendar days.
- v. The Configuration Management service offering must include, at a minimum, the following list of monthly network management reports to be delivered by the 15th of each month and reviewed with State. These reports will consist of the prior months data:
 - a) ConnectTEN Configuration Change Summary Report
 - b) End Site Reactive Configuration Change Summary
 - c) End Site Proactive Configuration Change Summary (e.g., configuration changes that are pre-scheduled for the following month)
 - d) Updates or Changes to Configuration Documentation
- h. Security Management Technical Requirements. The Contractor will provide Network Security and Administration. The Network Security and Administration function of Network Operations must implement ConnectTEN network security policies and procedures which will cover the entire ConnectTEN network infrastructure.

Elements

- Evaluation of Security Services
- Evaluation of Security Management Solutions
- Alarming, Logging, and Reporting
- Protection of Network Management Systems
- i. A secure architecture must exist to protect the ConnectTEN network from network-based attacks. This security architecture must include at a minimum:
 - a. Blocking of all inbound traffic from outside the ConnectTEN network environment from and to RFC 1918 Intranet addresses
 - b. Blocking of all inbound traffic with source addresses of locally assigned IP addresses
 - c. Blocking of all outbound traffic from non-locally assigned IP addresses to prevent internal users from generating IP spoofing attacks
- ii. The ConnectTEN Network Security and Administration Management service offering must include a standard security offering as part of the bundled service offering. This standard offering will include at a minimum:
 - a. Layer 4 specific Access Control Lists (ACLs) with the ability to filter at least Layer 4 Transport Control Protocol (TCP) and User Datagram Protocol (UDP) packets. Additionally these ACLs must be capable of filtering on traffic in established TCP sessions with some mechanism of maintaining internal state of said sessions and allowing or disallowing packets that fail to meet minimum requirements of this internal state. At a minimum, this ACL must include source and destination IP address and port and the sequence numbers of each side of the TCP session
 - b. A router-based mechanism to protect host systems from SYN flood denial of service attacks
 - c. A router-based mechanism to protect the ConnectTEN network environment from IP directed-broadcast, "smurf", denial of service attacks

- iii. The ConnectTEN Network Security and Administration agreement service offering must be capable of recording and capturing audit trails into the ConnectTEN network for analyzing security breaches. Periodic (every 6 months) internal security audits and penetration analysis must be performed. The conclusions of these audits will be presented in summary form to the State within thirty (30) days of their completion with recommendations regarding the findings of these audits. The penetration analysis and security audit will be limited in scope to the ConnectTEN network infrastructure and equipment that is managed by the Proposer and should be performed by individuals not directly involved in the normal, day-to-day operations of the ConnectTEN NOC operation.
- iv. The ConnectTEN Network Security and Administration Management team must meet with the State or designated project managers on a monthly basis to review security problems and future plans, and ensure that adequate security planning is being conducted as part of an on-going review process between the ConnectTEN service provider and State. The Contractor will provide, at a minimum, the following list of monthly reports. These reports will be delivered to the State by the 15th of each month or the next business day and will consist of the prior month's data.
 - a) Summary of security violations or intrusion attempts at specific ConnectTEN network egress points and End Site locations
 - b) Summary report of intrusion or network component damage per End Site
 - c) Summary report of security violations and intrusion attempts accompanied with alternative remedies and solutions to prevent similar occurrences from happening in the future

A.6. Electronic Mail Services Technical Requirements. The Contractor will provide email services to approximately 45,000 teachers and administrators. These services include individual and group e-mail accounts. The Ten-Nash e-mail system will support Webmail, Internet Message Access Protocol (IMAP), POP, and will be globally accessible without restriction beyond IP protocol.

- a. The ConnectTEN service provider must provide the management and administrative functions, including but not limited to email storage, retention, and backup of the Ten-Nash e-mail system.
- b. The TEN-Nash e-mail system must be available 24x7x365 excluding scheduled maintenance downtime. The State must be given a minimum 24 hours notice of scheduled downtime. Any e-mail system outage during defined schools hours (7:00 a.m to 5:00 p.m. CT) should be processed following the requirements in Section A.5.b.

A.7. Name Space Management Technical Requirements. The Contractor will provide Domain Name Services (DNS) as defined in the following technical requirements:

- a. The DNS service must comply with RFC 1035 and RFC 2133.
- b. The DNS service must provide domain name registration and transitioning services as needed.
- c. The DNS service must be available 24x7x365 excluding scheduled maintenance downtime. The State must be given 24 hours notice of scheduled downtime. Any DNS service outage during defined schools hours (7:00 a.m to 5:00 p.m.) should be reported to the Tier One help desk and escalated following the procedures for Critical problem identification.
- d. The DNS service must support primary and secondary DNS services.
- e. The DNS service must support domain system inverse mapping.

A.8. Content Filtering Technical Requirements. The Contractor will provide filtering services that complies with the Children's Internet Protection Act (Pub. L. 106-554), Title XVII-Children's Internet Protection. (<http://www.universalservice.org/sl/applicants/step10/cipa.aspx>)

- a. The content filtering service offering must support the ability to allow authorized groups to override the filter with a pin/password.
- b. The content filtering service offering must support customized block pages and filter by name/type and custom reports.

- c. The proposed content filtering service offering must not be susceptible to “overblocking/underblocking” during high world wide web usage periods.
- d. The proposed content filtering service offering must support the blocking and configuration of RFC 1918 addressing as well as RFC 1631 addressing.

A.9. Internet Protocol (IP) Address Management Technical Requirements. The Contractor will provide IP Address management as defined in the following:

The ConnectTEN and the State public school systems use a wide range of IP addresses. The State currently owns four Class B IP Network Numbers: 208.182.0.0/16, 208.183.0.0/16, 66.4.0.0/16, 66.5.0.0/16. These IP addresses are used throughout the State. The current ConnectTEN IP address space (208.182.0.0, 208.183.0.0, 66.4.0.0, and 66.5.0.0) is being advertised from the infrastructure to the Internet.

To date, the current IP Address allocation is based on the use of the following Classless-Inter Domain Routing IP address blocks:

West Tennessee (Memphis and Jackson areas):

66.5.0.0.16
208.183.192.0/19
208.183.224.0/20

Middle Tennessee (Nashville area):

66.4.0.0/17
208.182.0.0/17
208.182.128.0/19
208.182.182.0/23
208.182.184.0/21
208.183.240.0/20

Lower East Tennessee (Chattanooga area):

208.182.160.0/20
208.182.176.0/22
208.182.180.0/23
208.183.160.0/19

East Tennessee (Knoxville and Johnson City areas):

66.4.128.0/17
208.182.26.0/23
208.182.28.0/23
208.183.0.0/17
208.183.128.0/19

The typical schema for the ConnectTEN network has been to utilize Network Address Translation (NAT) for allocation of IP addresses from service platforms maintained across the state. It is envisioned that the current IP address allocation can sustain growth for the next couple of years or longer through continued use of NAT and Dynamic Host Configuration Protocol (DHCP) technologies for IP address allocation and mapping.

The following presents the Address Space Management requirements for the ConnectTEN network infrastructure.

- a. The Contractor will manage the available IP addresses with an overall strategy that will provide the State with a scalable, long-term (five years) IP addressing schema.
- b. The ConnectTEN network infrastructure IP routing protocol must support Classless Inter-domain Routing (CIDR) and route summarization.
- c. The Contractor will design, and layout, an IP network layer addressing plan for the entire ConnectTEN

network infrastructure and all the End Sites. Where possible the existing IP addressing scheme must remain intact. This plan will be delivered to the State on or before April 30, 2007.

- d. The Contractor will develop a plan for providing and allocating sufficient IP address space for the ConnectTEN End Sites desiring Internet access using the State-owned Class B IP Network Numbers. This plan will be delivered to the State on or before April 30, 2007.
- e. The ConnectTEN network infrastructure must support Internet Protocol v6 when the standard is fully adopted by the Internet Engineering Task Force (IETF).
- f. The Contractor will effectively manage and assign IP network layer addresses using an automated, on-line database application throughout the life of this contract and give access to State for future planning.
- g. The IP addressing schema and IP addressing database shall be managed and maintained by the Contractor but the information and contents of the IP addressing database shall remain the property of the State.

A.10. E-Rate Service Provider Compliance Requirements. The Contractor will comply with all service provider related requirements associated with the USAC's Schools & Libraries E-rate Program. (<http://www.universalservice.org/sl/providers/>). The following defines the mandatory requirements for the Contractor to be in compliance with the E-Rate rules and regulations as they pertain to successfully submitting a bundled ConnectTEN service offering. The ConnectTEN bundled Internet service offering must provide a solution that complies with these requirements as part of their overall service offering. Contractor's failure to meet these requirements will be cause for the State to immediately terminate the contract and pursue a cause of action for damages.

- a. The Contractor must comply with all service provider related requirements associated with the USAC's Schools & Libraries E-rate Program.
- b. The E-rate Program is built on the foundation of self-certification. The service provider who participates in the E-rate Program has a responsibility to educate themselves about the Program requirements and timelines. Certain service provider requirements are outlined in the SLD Guide to Service Provider Participation in the E-Rate, which is located on the SLD web site at www.universalservice.org/sl. The SLD web site contains other pertinent information relevant to service providers.
- c. The Contractor must be in compliance with the E-rate Program rules at all times. In the event that the SLD determines that the service provider has not acted in compliance with Program rules, it can result in denial of funding, reduction in funding, cancellation of funding (a commitment adjustment), audit or other investigation, for which the service provider will take full responsibility.
- d. The Contractor will be registered with USAC by filing FCC Form 498, Service Provider Information Form. In addition, each ConnectTEN service provider must have on file with USAC FCC Form 473, Universal Service for Schools and Libraries Service Provider Annual Certification Form.
- e. The Contractor must comply with and/or assist the State in the following E-Rate related matters:
 - i. The ConnectTEN service provider must assist in the FCC Form 471 process.
 - a) The Contractor will provide the State information about the technology, the products and the services that are being provided.
 - b) The Contractor will provide information that the State can include with their application, as the supporting documentation, which describes in detail the services being ordered.
 - c) If the State decides to do a service substitution, the Contractor will detail how the original request is being met by the newly desired configuration.
 - d) The Contractor will provide clarification, as necessary, to the State about billing account numbers, contract numbers, ineligible components (if any), and other details of existing services.
 - e) The Contractor will provide the State all information about Service Provider Identification Numbers (SPIN) numbers and company names.
 - f) The Contractor will provide the State backup documentation and information during the Program Integrity Assurance (PIA) staff application review.

- g) The Contractor will provide the State with information during the preparation of FCC Form 471.
- h) The Contractor will review the Receipt Acknowledgement Letter (RAL) and provide written notifications to the State of the corrections that are required.
- i) The Contractor will make the necessary corrections based on the notifications provided to the State.
- j) The Contractor will review the Funding Commitment Decisions Letter (FCDL) to insure its accuracy. The contractor will provide written notification of any problems to the State. The Contractor will provide information for the State to file an appeal and/or make corrections in accordance with the timelines published by USAC at www.universalservice.org/sl.
- k) The Contractor will assist in the FCC Form 486 process. The Contractor will provide the State with information relevant to the actual start date of services.

- A.11. ConnecTEN Service Level Agreement. The Contractor will provide bundled Internet services to Tennessee K-12 public schools in accordance with the requirements stated in the Service Level Agreement referenced in Section A.5.e.
- A.12. Internet2 Connection to Member University. The Contractor will assist the State with becoming a Sponsored Education Group Participant in Internet2 by establishing the telecommunications access to Internet2 member universities. The Contractor will establish the telecommunications after all required agreements are in place.
- A.13. Technical Network Consulting Services. The Contractor will provide consulting services at the request of the State at an established hourly rate. Consulting services shall be relative to the use of, or improvements to, the ConnecTEN network as well as the adherence to the requirement of the E-Rate funding system. Consulting hours will be divided into the following two subgroups:
- Fiscal/Administrative consultant (see A.1.n.)
 - Network/Operational consultant (see A.1.o.)
- A.14. Services to Local School Systems. The Contractor agrees to provide the services described in this Contract to any and all Tennessee local school systems. It is at the discretion of each LEA to request additional services from the Contractor. Additional services are defined as those services that are not currently provided free of charge by the State to the LEA. Also, the LEA may choose to purchase additional quantities of services that are already being provided by the State (e.g. additional bandwidth, firewall protection, etc.) The local school systems shall utilize their own contractual document, in such form and substance as may be required by their governing body; however, the contractual document shall be based on and in accordance with the service descriptions and payment rates contained in this Contract. The Contractor will provide any and all additional services at the same level of quality as specified herein and shall invoice separately and directly each local school system for whom service is provided.
- A.15. Transition Period (February 22, 2007 through June 30, 2007).
- a. For the convenience of the State, during the period February 22, 2007 through June 30, 2007, the State will, if necessary, provide temporary office space, with appropriate connectivity and utilities for the Contractor to locate and accomplish transition activities for an operations switchover of the tier one support help desk, in the Andrew Johnson Tower, in Nashville, Tennessee.
 - b. The State will appoint an individual to work with the Contractor to ensure the integrity of the proposed ConnecTEN system is maintained and is available for use throughout the ConnecTEN transition period. The transition activities will include installation of appropriate connectivity equipment in order to ensure operations transition occurs without any gap occurring in ConnecTEN service. If the ConnecTEN contract is awarded to a new vendor, the State appointed individual will be the liaison between the existing Contractor and the incoming Contractor.

- c. The Contractor will provide the State monthly reports, reflecting progress being made to initiate delivery of E-Rate eligible service by July 1, 2007, by the 15th of each month beginning March 15th, 2007.
- A.16. Contractor's interface to other parties. In a network as complex as the ConnectTEN network, the devices under management responsibility of the Contractor interface to devices and communications lines which are currently managed by other third parties.
 - a. The Contractor technical support personnel will assist a local school representative in their connection of Local Area Network wiring and servers to the ConnectTEN device. The Contractor will provide remote troubleshooting and possible identification of incompatibilities.
 - b. The Contractor technical support personnel will assist the State Office of Information Resource Network Operations Center personnel in isolating network problems between Contractor managed routers and those of the State network and beyond during the migration and implementation phases of this project. Assistance is provided for coordinated trouble shooting, fault detection and isolation, but not for ultimate problem resolution.
 - c. The Contractor technical support personnel will be responsible for the isolation of communication line problems between ConnectTEN managed devices. Responsibilities include coordinated trouble shooting, fault detection and isolation, and problem resolution.
 - d. The Contractor will be responsible for all equipment in isolating equipment firmware and software bugs, and will provide equipment warranty and maintenance.
 - e. For Server management services, the Contractor will be responsible for operation of equipment assuming that all existing equipment manufacturer hardware and software maintenance agreements are in effect, and provide changes as needed over the life of the contract.
- A.17. Maintenance Contracts. The Contractor will maintain all warranties and licenses pertaining to the "Right to Use" of the network hardware, software and systems used for the bundled ConnectTEN service offering as described in the contract. The Contractor will coordinate services and maintenance directly with the manufacturers and equipment vendors on behalf of the State.
- A.18. Project Schedule. The Contractor will adhere to the following Project Schedule.

<u>DATES</u>	<u>MILESTONE</u>
April 30, 2007	IP Network Layer Addressing Plans (A.9.c.- d.)
July 1, 2007	Complete all ConnectTEN transition requirements per the work plan
July 1, 2007 through June 30, 2008	First Year Internet Services and Management
July 1, 2008 through June 30, 2009	Second Year Internet Services and Management

- B. CONTRACT TERM:
 - B.1. Contract Term. This Contract shall be effective for the period commencing on February 13, 2007 and ending on June 30, 2009. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
 - B.2. Term Extension. The State reserves the right to extend the Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's

maximum liability will also be effected through an amendment to the Contract, and shall be based upon rates provided for in the original contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed [WRITTEN DOLLAR AMOUNT] (\$[NUMBER AMOUNT]). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A.
- C.3.a. The following service rates represent 100% of the cost of each service. Of this, the State will pay the portion that remains after the application of the approved E-rate funding percentage.

FCC E-Rate funds availability and the number of eligible services could be subject to variation for any given year. If, during the period of the contract, the actual percentage of E-Rate funding or the number of eligible services changes, then the appropriate costs will be extrapolated by the State in conjunction with the Contractor to correspond with the actual level of E-Rate funding.

For E-rate eligible services, then State will pay only the non-discounted portion of the service. If, by some fault of the Contractor, the State does not qualify for E-Rate funds, or fails to qualify for the entire amount of the approved discounted rate, the unfunded FCC portion of the payment rates will be the responsibility of the Contractor.

- C.3.b. Service Provider Invoice Form (SPIF) – FCC Form 474.

The Contractor will work with the State to establish when discounts will appear on bills. In the event that the Contractor receives the Form 486 Notification Letter prior to the start of the funding year, the Contractor must submit FCC Form 474 to the SLD to seek reimbursement from SLD for eligible discounts the service provider provides to the State.

The Contractor shall be compensated for the services based upon the following Service Rates:

SERVICE UNIT/MILESTONE

AMOUNT

1. IP Network Layer Addressing Plans (A.9.c.-d.) – due on or before April 30, 2007***

\$[NUMBER AMOUNT]

- | | |
|---|--|
| 2. Bundled Internet Access for Standard Plan end sites (A.1.f., A.1.g.1) | \$[NUMBER AMOUNT]/per month/per end site |
| 3. Additional Bandwidth for Standard Plan end sites | \$[NUMBER AMOUNT]/per month/per end site |
| 4. Bundled Internet Access for Alternate 1 and 2 Plan end sites (A.1.f., A.1.g.2. – A.1.g.3.) | \$[NUMBER AMOUNT]/per month/per end site |
| 5. Additional Bandwidth for Alternate 1 and 2 Plan end sites | \$[NUMBER AMOUNT]/per month/per end site |
| 6. Email and support services for Alternate 3 Plan end sites (A.1.g.4.) | \$[NUMBER AMOUNT]/per month/per end site |
| 7. Filtering for all end sites (A.1.h.) | \$[NUMBER AMOUNT]/per month/per end site |
| 8. Internet2 Connection to University (A.1.i.) | \$[NUMBER AMOUNT]/per month/per University |
| 9. Technical Consulting Services (A.1.n.)*** | \$[NUMBER AMOUNT]/per hour |
| 10. Fiscal/Administrative Consulting Services (A.1.o.)*** | \$[NUMBER AMOUNT]/per hour |

*** - Items not subject to E-Rate funding

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document as Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to

this Contract. Attestations obtained from such subcontractors shall be maintained by the contractor and made available to state officials upon request.

- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

- D.9. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under ***Tennessee Code Annotated***, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- E. SPECIAL TERMS AND CONDITIONS:
- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Dr. Timothy K. Webb
 Tennessee Department of Education
 710 James Robertson Parkway, Nashville, TN 37243
 phone: 615-532-2838
 fax: 615-741-6793

The Contractor:

[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]
 [CONTRACTOR NAME]
 [ADDRESS]
 [TELEPHONE NUMBER]
 [FACSIMILE NUMBER]

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled

to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.4. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.5. Performance Bond. Upon approval of the Contract by all appropriate State officials in accordance with applicable State laws and regulations, the Contractor shall furnish a performance bond in the amount equal to ten million dollars (\$10,000,000) for year one, seven million five hundred thousand dollars (\$7,500,000) for year two, and five million dollars (\$5,000,000) for year three guaranteeing full and faithful performance of all undertakings and obligations under this Contract for the initial Contract term and all extensions thereof. The contractor will furnish a performance bond in the amount of five million dollars (\$5,000,000) for each extension. The bond shall be in the manner and form prescribed by the State and must be issued through a company licensed to issue such a bond in the State of Tennessee.

The Contractor shall obtain the required performance bond in form and substance acceptable to the State and provide it to the State no later than February 21, 2007. Failure to provide the performance bond prior to the deadline as required shall result in contract termination.

In lieu of a performance bond, a surety deposit, in the amounts listed in the previous paragraph, may be substituted if approved by the State prior to its submittal.

- E.6. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.7. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:
- a. The Contract document and its attachments
 - b. All Clarifications and addenda made to the Contractor's Proposal
 - c. The Request for Proposal and its associated amendments
 - d. Technical Specifications provided to the Contractor
 - e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.8. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.9. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

- E.10. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.
- E.11. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.12. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.
- E.13. Public Accountability. If the Contractor is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor shall display in a prominent place, located near the passageway through which the public enters in order to receive services pursuant to this

contract, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

E.14. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.15. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by **Tennessee Code Annotated**, Section 8-6-106.

E.16. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in **Tennessee Code Annotated**, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.

E.17. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and

- d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- E.18. E-Rate Discount. The maximum contract liability represents the State's portion of funding for the ConnectTEN program. The Contractor will be eligible to receive increased funding by applying for FCC E-Rate discounts in accordance with FCC E-Rate Program rules and regulations. The E-Rate discounted funds due the Contractor will be adjusted to the amount of E-Rate funding actually awarded the State.
- E.19. Intellectual Property Rights. The Contractor retains all right, title, and interest in and to any software and other intellectual property that it provides to or uses on behalf of the State pursuant to this contract and acknowledges and agrees that the Contractor is free to use software and intellectual property in providing services to other customers.
- E.20. State-Provided Software. Any software provided by the State pursuant to this contract will be licensed pursuant to the software manufacturer's standard software licensing agreement.
- E.21. Post-Contract Transition Services. Upon termination of this contract and in the event that a different vendor is awarded the subsequent contract, the Contractor agrees to provide continuing services as the State transitions itself to receive such services from the new vendor. The services required are those as defined under this contract and shall be provided on a month-to-month basis for a period not to exceed twelve (12) months. Charges for these services shall be at the unit rates then current at the time of contract termination.
- E.22. FERPA Compliance. The State and Contractor shall comply with the Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) (FERPA) and its accompanying regulations (34 C.F.R. 99). Contractor warrants that it is familiar with requirements of FERPA and its accompanying regulations and that it will comply with all applicable FERPA requirements in the performance of its duties in this contract. Contractor agrees to cooperate with the State as required by FERPA and its regulations in the performance of its duties in this contract. Contractor agrees to maintain the confidentiality of all education records and student information and use such records and information for the exclusive purpose of performing its duties in this contract.
- E.23. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-331.00-010 (Attachment 6.3, Section B, Item B.13.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Business Diversity Enterprise in form and substance as required by said office.

IN WITNESS WHEREOF:

[CONTRACTOR LEGAL ENTITY NAME]:

[NAME AND TITLE]

Date

DEPARTMENT OF EDUCATION:

Lana C. Seivers, Commissioner

Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz Jr., Commissioner

Date

COMPTROLLER OF THE TREASURY:

John G. Morgan, Comptroller of the Treasury

Date

ATTACHMENT A**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

SIGNATURE & DATE:

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

ATTACHMENT 6.2

PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer must complete and sign this Technical Proposal Transmittal. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the Proposer's chief executive, this document shall attach evidence showing the individual's authority to bind the proposing entity.

PROPOSER LEGAL ENTITY NAME:

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER:
(or Social Security Number)

The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:

- 1) This proposal constitutes a commitment to provide all services as defined in the RFP Attachment 6.1, *Pro Forma* Contract Scope of Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.1, *Pro Forma* Contract.
- 2) The information detailed in the proposal submitted herewith in response to the subject RFP is accurate.
- 3) The proposal submitted herewith in response to the subject RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
- 4) The Proposers shall comply with:
 - a) the laws of the State of Tennessee;
 - b) Title VI of the federal Civil Rights Act of 1964;
 - c) Title IX of the federal Education Amendments Act of 1972;
 - d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
 - e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
 - f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
 - g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.
- 5) The Proposer shall provide a performance bond in accordance with the requirements of the RFP.

SIGNATURE & DATE:

ATTACHMENT 6.3

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A		
PROPOSER NAME:		
SECTION A — MANDATORY REQUIREMENTS		
<p>The Proposer must address ALL Mandatory Requirements section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). The RFP Coordinator will review all general mandatory requirements, including but not limited to the following:</p> <ul style="list-style-type: none"> ▪ Proposal received on or before the Proposal Deadline. ▪ Technical Proposal copies and Cost Proposal packaged separately. ▪ Technical Proposal contains NO cost data. ▪ Proposer did NOT submit alternate proposals. ▪ Proposer did NOT submit multiple proposals in a different form. ▪ Technical Proposal does NOT contain any restrictions of the rights of the State or other qualification of the proposal. <p>The RFP Coordinator will also review the proposal to determine if the Mandatory Requirement Items (below) are met and mark each with pass or fail. For each requirement that is not met, the Proposal Evaluation Team must review the proposal and attach a written determination.</p> <p>NOTICE: In addition to these requirements, the State will also evaluate compliance with ALL RFP requirements.</p>		
Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items	State Use ONLY
		Pass/Fail
	<p>A.1 Provide the Proposal Transmittal and Statement of Certifications and Assurances (detailed in RFP Attachment 6.2) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract.</p> <p>Each Proposer <i>must</i> sign the Proposal Transmittal and Statement of Certifications and Assurances without exception or qualification.</p>	
	<p>A.2 Provide the following as documentation of financial responsibility and stability.</p> <ul style="list-style-type: none"> ▪ a current written bank reference, in the form of a standard business letter, indicating that the proposer's business relationship with the financial institution is in positive standing ▪ two current written, positive credit references, in the form of standard business letters, from vendors with which the proposer has done business or, documentation of a positive credit rating determined by a accredited credit bureau within the last 6 months ▪ a copy of a valid certificate of insurance indicating liability insurance in an amount sufficient to cover any potential liability arising as a result of a contract pursuant to this RFP. 	

Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items	State Use ONLY
		Pass/Fail
	<p>A.3 Provide a statement of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.</p> <p><i>Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.</i></p>	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B	
PROPOSER NAME:	
SECTION B — QUALIFICATIONS & EXPERIENCE	
<p>The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).</p> <p>A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's "qualifications and experience" responses.</p>	
Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	B.1 Describe the Proposer's form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, and telephone number of the person the State should contact regarding the proposal.
	B.2 Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years, and if so, an explanation providing relevant details.
	B.3 Provide a statement of whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony, and if so, an explanation providing relevant details.
	B.4 Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.
	B.5 Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.
	B.6 Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP.
	B.7 Provide a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP.
	B.8 Briefly describe how long the Proposer has been performing the services required by this RFP and include the number of years in business.
	B.9 Describe the Proposer organization's number of employees, client base, and location of offices.

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	B.10 Provide a narrative description of the proposed project team, its members, and organizational structure.
	B.11 Provide a personnel roster and resumes of key people who shall be assigned by the Proposer to perform duties or services under the contract (include estimated number of hours to be worked on the contract for each person, and the resumes shall detail each individual's title, education, current position with the Proposer, and employment history) as well as an organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP and illustrating the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP.
	B.12 Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform.
	B.13 Provide documentation of Proposer commitment to diversity as represented by its business strategy, business relationships, and workforce — this documentation should detail: <ul style="list-style-type: none"> ▪ a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises ▪ a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises, including the following information <ul style="list-style-type: none"> ○ contract description and total value ○ contractor name and ownership characteristics (i.e., ethnicity, sex, disability) ○ contractor contact and telephone number ▪ an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: <ul style="list-style-type: none"> ○ participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics) ○ descriptions of anticipated contracts ○ names and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated ▪ the percent of the Proposer's total current employees by ethnicity, sex, and disability <p><i>Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a disability and small business enterprises and that offers a diverse workforce to meet service needs.</i></p>

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	<p>B.14 Provide customer references for similar projects representing both three of the larger accounts currently serviced by the vendor and three completed projects as well as a list, if any, of all current contracts with the State of Tennessee and all those completed within the previous five year period.</p> <p>Each reference must include:</p> <ul style="list-style-type: none"> ▪ the company name and business address; ▪ the name, title, and telephone number of the company contact knowledgeable about the project work; and ▪ a brief description of the service provided and the period of service. <p>The list of contracts with the State of Tennessee must include:</p> <ul style="list-style-type: none"> ▪ the contract number; ▪ the contract term; and ▪ the procuring state agency for each reference. <p><i>Each evaluator will generally consider the results of reference inquiries by the State regarding <u>all</u> references provided (both state and non-state). Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points.</i></p>
(Maximum Section B Score = 25)	
SCORE (for <u>all</u> Section B items above, B.1 through B.14):	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C					
PROPOSER NAME:					
SECTION C — TECHNICAL APPROACH					
<p>The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:</p> <p style="text-align: center;"><i>0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent</i></p>					
GENERAL INFORMATION					
The Technical Proposal Evaluation is divided into the following sections and subsections:					
Section	Possible Score				
<u>Technical Approach</u>	<u>35</u>				
Project Understanding and Approach	5				
Technical Requirements	20				
Service Level Agreement	3				
E-rate Requirements	5				
Project Schedule	2				
<p>The RFP Coordinator will multiply each item score by the assigned weight with the product being the item's raw weighted score for purposes of calculating the section score as detailed at the end of this table.</p>					
Proposal Page # (to be completed by Proposer)	Technical Approach Items Project Understanding and Approach (5 Points)		State Use ONLY		
			Score	Item Weight	Raw Weighted Score
	C.1	Provide a narrative that illustrates the Proposer's understanding of the State's requirements and project schedule		1	
	C.2	Provide a narrative that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		2	

Proposal Page # (to be completed by Proposer)	Technical Approach Items Project Understanding and Approach (5 Points)	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	C.3 Specify what guarantees and commitments the Proposer is willing to make to ensure the timely migration and implementation of the existing K-12 End Sites onto the ConnectTEN Internet services infrastructure and state what the roles and responsibilities of the State and local school systems must be during this migration and implementation phase.		1	
	C.4 Specify any concerns or areas of risk and state what you would like the State and local school systems to do in regards to minimizing these risks to ensure for a smooth and successful migration and implementation of each End Site location's cutover onto the ConnectTEN Internet services infrastructure		1	
	C.5 Provide a Project Work Plan containing a work breakdown structure of the major phases of the project, accounting for all tasks, deliverables and milestones.		2	
	C.6 Provide a comprehensive narrative, captioned "Project Management," that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule as listed in Contract Section A.18		2	
	C.7 Provide a statement indicating the Proposer's understanding that, as a part of Project Management, the State requires that the successful Proposer report project status at least monthly to the State's ConnectTEN Project Manager. Provide sample report templates.		1	
	C.8 Provide a statement indicating the Proposer's full understanding of the E-Rate funding process and commitment to compliance with and facilitation of the State's compliance with the E-rate funding process.		10	

Proposal Page # (to be completed by Proposer)	Technical Approach Items Project Understanding and Approach (5 Points)	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	C.9 Indicate any issues or concerns that may affect the overall ability of the Proposer to provide for a successful, E-rate compliant bundled Internet service offering and specify a proposed solution for overcoming the issues or concerns.		5	
	C.10 The Proposer will define for the State what will happen to discounts being provided if the Funding Commitment Decision Letter on existing services is delayed, for any reason, beyond the beginning of the subsequent Funding Year.		5	
Total Raw Weighted Score: (sum of Raw Weighted Scores above)				
<div> <div> Total Raw Weighted Score <hr/> maximum possible raw weighted score (150) (i.e., 5 x the sum of item weights above) </div> <div> X 5 (maximum section score) </div> <div> = SCORE: </div> </div>				

The Proposer must respond to each of the numbered paragraphs in *pro forma* Section A: ConnectTEN Technical Requirements, as listed below. In each response, the Proposer must confirm its understanding of the requirement and describe the Proposer's approach to meeting that requirement

Proposal Page # (to be completed by Proposer)	Technical Approach Technical Requirements (20 points)	Score	Wt.	Weighted Score
	C.11. - A.5.a.i. - Proposer's printed detail drawing(s) of the proposed ConnectTEN network infrastructure including all site configurations proposed with E-Rate funding level at 100%.		5	
	C.12. - A.4.a - Proposer's description of its proposed ConnectTEN Network Operations Center (NOC) and how it would deploy the Tier 1 NOC Help Desk at the Andrew Johnson Building in Nashville, TN. Rate the quality and thoroughness of the Proposer's response.		2	
	C.13. - A.4.b. - Proposer's understanding that its Tier 1 NOC Help Desk will operate in compliance with the defined hours of operation or beyond the defined hours of operation.		1	
	C.14. - A.4.c. - Proposer's understanding that it will provide the toll-free in-state number for remote telephone based technical support		1	
	C.15. - A.4.d. - Proposer's description of how the K-12 End User Community may communicate to the ConnectTEN NOC via facsimile, electronic mail, and the world wide web.		1	
	C.16. - A.4.e. - Proposer's description of its proposed ConnectTEN NOC structure, where the Tier 1, Tier 2, and Tier 3 personnel will physically reside, and how this structure will meet and comply with the network management service requirements.		1	
	C.17. - A.4.f. - Proposer's identification and definition of the minimum staffing requirements for the ConnectTEN NOC at Tier 1, Tier 2, and Tier 3 and Management levels with 100% level of E-Rate funding.		3	
	C.18. - A.4.g. - Proposer's description of how the telephone based technical support call center will be structured and implemented to support the call volume that is anticipated.		1	
	C.19. - A.4.h. - Proposer's description of the call routing schema that will be used for the voice telecommunication system and how queuing will be configured and handled.		1	
	C.20. - A.4.i. - Proposer's description of the proposed internal Quality Assurance process and checks and balance mechanisms that will be deployed as part of the ConnectTEN NOC operation.		1	

Proposal Page # (to be completed by Proposer)	Technical Approach Technical Requirements (20 points)	Score	Wt.	Weighted Score
	C.21. - A.4.j. - Proposer's description and explanation of its proposed ConnectTEN network management service offering's demarcation point of responsibility.		1	
	C.22. - A.4.k. - Proposer's description of its proposed annual audit and review process that its organization will undergo and how the results of this audit will be used to enhance or improve the level of its ConnectTEN service offering.		1	
	C.23. - A.5.c. - Proposer's description of the proposed ConnectTEN network management service offering's problem severity definition if different (better) according to the following categories: a) Critical, b) Major, and c) Minor. The Proposer's definition of escalation procedures for taking a problem from Tier 1 to Tier 2, and Tier 2 to Tier 3.		3	
	C.24. - A.5.d. - Proposer's sample formats for the following Fault Management monthly reports: a) Call Tracking b) Problem Resolution c) Average Resolution Time		1	
	C.25. - A.5.f.i. - The Proposer's description of the proposed Network Management System's (NMS) architecture including a description of the hardware and software components that will make up the SNMP Manager platforms.		1	
	C.26. - A.5.f.ii. - The Proposer's selection of its network management applications, tools, and utilities to be used to conduct SNMP polling and data collection and its description of how and where this data will be archived within the NMS system.		1	
	C.27. - A.5.f.iii. - Proposer's description of how the network performance management tools will be used to balance network traffic and fine tune the End Site connection into the ConnectTEN network.		1	
	C.28. - A.5.f.iv. - Proposer's description of how End Site to ConnectTEN network traffic bottlenecks will be identified and minimized.		1	

Proposal Page # (to be completed by Proposer)	Technical Approach Technical Requirements (20 points)	Score	Wt.	Weighted Score
	C.29 - A.5.f.v. - Proposer's sample formats for the following Performance Management monthly reports: a) End Site Non-Availability b) Internet Egress Link Availability c) Internet Egress Average Bandwidth Utilization d) Internet Egress Throughput e) Internet Egress Packet Loss		1	
	C.30 - A.5.f.vi. - Proposer's understanding of minimum performance requirements and that validation tests must be performed if requested.		1	
	C.31 - A.5.g.i.a) – b) - Proposer's description of how the proposed Configuration Management service offering will support Reactive Configuration Management and Proactive Configuration Management		1	
	C.32 - A.5.g.ii. - Proposer's description of the overall change management functions that will be provided as part of the overall Configuration Management service offering		1	
	C.33 - A.5.g.iii. - Proposer's description of its Configuration Management service offering's hardware and software installation, testing, and verification standard operating procedures for each type (T1, fractional T1, DSL, etc.) of End Site that will connect to the ConnectTEN service offering.		1	
	C.34 - A.5.g.iv. - Proposer's proposed maximum process time for ordering, installing and conducting verification testing.		1	
	C.35 - A.5.g.v. - Provide a sample monthly network management report for the following Configuration Management reports: a) ConnectTEN Configuration Change Summary b) End Site Reactive Configuration Change Summary c) End Site Proactive Configuration Change Summary (e.g., configuration changes that are pre-scheduled for the following month) d) Updates or Changes to Configuration Documentation		1	

Proposal Page # (to be completed by Proposer)	Technical Approach Technical Requirements (20 points)	Score	Wt.	Weighted Score
	<p>C.36. - A.5.h. - Proposer's description of how the ConnectTEN Network Security and Administration plan will address network security of data traversing across the ConnectTEN infrastructure. At a minimum, the plan must include:</p> <ul style="list-style-type: none"> • Routing protocol authentication • Distribution list policy or any other mechanism used to protect the ConnectTEN routing table from intentional corruption • Any Virtual Private Network like services offered 		1	
	C.37. - A.5.h.ii. - Proposer's description of the features of the standard security offering.		1	
	C.38. - A.5.h.iii. - Proposer's description of the standard operating procedures for the Network Security and Administration Management service offering's periodic internal security audits and penetration analysis.		1	
	<p>C.39. - A.5.h.iv. - Provide samples of the ConnectTEN Network Security and Administration Management service offering's monthly reports. These reports shall include at a minimum the following:</p> <ul style="list-style-type: none"> a) Summary of security violations or intrusion attempts at specific ConnectTEN network egress points and End Site locations b) Summary report of intrusion or network component damage per End Site c) Summary report of security violations and intrusion attempts accompanied with alternative remedies and solutions to prevent similar occurrences from happening in the future 		1	
	C.40. - A.6.a. - Proposer's description of its proposed e-mail account management and administrative services		1	
	C.41. - A.6.b. - Proposer's description of the End User support areas that will be incorporated into the ConnectTEN Tier 1 NOC Help Desk in support of the TEN-Nash e-mail system		1	
	C.42. - A.7. - Proposer's selection of the program it will used to run the name service daemon		1	
	C.43. - A.7. - Proposer's description of what domain name registration and transitioning services are provided as part of the Name Space Management service offering (i.e., the registrar, the process of requesting domain names to be registered, etc.)		1	
	C.44. - A.7. - Proposer's description of the End User support areas that will be incorporated into the ConnectTEN Tier 1 NOC Help Desk in support of DNS service		1	

Proposal Page # (to be completed by Proposer)	Technical Approach Technical Requirements (20 points)	Score	Wt.	Weighted Score
	C.45. - A.7. - Proposer's description of where the primary and secondary DNS servers shall be located and how they will connect to the ConnectTEN network service offering		1	
	C.46. - A.7. - Proposer's description of how inverse mapping or Reverse DNS requests will be handled		1	
	C.47. - A.8.a. - Proposer's description of how the proposed content filtering service offering distinguishes between authorized groups and how overriding will be allowed		1	
	C.48. - A.8.b. - Proposer's description of the type of filtering done by the content filtering service, (i.e., word-based filtering, IP address/domain name based filtering or other technique		1	
	C.49. - A.8.c. - Proposer's detailed description of customized block pages capabilities and functions		1	
	C.50. - A.8.d. - Proposer's description of whether the proposed solution will be integrated as a Pass-Through or Pass-By		1	
	C.51. - A.9.a. - Proposer's description of its methodology for how it would analyze, develop, and implement an overall IP addressing schema for the new ConnectTEN network infrastructure.		2	
	C.52. - A.9.b. - Proposer's description of how CIDR and route summarization will be deployed throughout the ConnectTEN network infrastructure		1	
	C.53. - A.9.c. - Proposer's description of what information and documentation it will require in order to redesign and deploy a new IP addressing schema utilizing the four Class B IP Network Numbers owned by the State.		1	
	C.54. - A.9.d. - Proposer's description of how it would utilize and deploy NAT technology throughout the ConnectTEN network infrastructure in support of a migratory IP addressing transition		1	
	C.55. - A.9.e. - Proposer's description of how IPv6 will be supported throughout the ConnectTEN network infrastructure when it is fully implemented		1	
	C.56. - A.9.f. - Proposer's description of the IP addressing database system that will be utilized for the management of the ConnectTEN IP address space		1	
	C.57. - A.9.g. - Proposer's description of how the ConnectTEN service provider's NOC will manage and allocate IP network layer addresses		1	
Total Raw Weighted Score: (sum of Raw Weighted Scores above)				
Total Raw Weighted Score		X 20 (maximum section score)	= SCORE:	
maximum possible raw weighted score (285) (i.e., 5 x the sum of item weights above)				

Proposal Page # (to be completed by Proposer)	Technical Approach Service Level Agreements (3 points)	Score	Wt.	Weighted Score
	C.58. - A.5.e. - Proposer's understanding of the Service Level Agreement		1	
Total Raw Weighted Score				
maximum possible raw weighted score (5) (i.e., 5 x the sum of item weights above)		X 3 (maximum section score)	= SCORE:	

Proposal Page # (to be completed by Proposer)	Technical Approach E-Rate Requirements (5 points)	Score	Wt.	Weighted Score
	C.59. - A.10.a. - Proposer's understanding that it must comply with all service provider related requirements associated with the FCC/USAC Schools & Libraries E-Rate Program.		2	
	C.60. - A.10.b. - Proposer's understanding that it has the responsibility to educate themselves about the E-Rate Program requirements and timelines.		2	
	C.61. - A.10.c. - Proposer's understanding that it must be in compliance with the E-Rate Program rules at all times; that not doing so can result in denial of funding, reduction in funding, cancellation of funding, audit or other investigation.		2	
	C.62. - A.10.d. - Proposer's understanding of the need and commitment to keeping proposer qualified to provide E-rate eligible services at all times.		1	
	C.63. - A.10.e. - Proposer's understanding that it must comply with and/or assist the State in certain filing processes.		1	
Total Raw Weighted Score: (sum of Raw Weighted Scores above)				
Total Raw Weighted Score <hr/> maximum possible raw weighted score (40) (i.e., 5 x the sum of item weights above)				
X 5 (maximum section score)				
= SCORE:				

Proposal Page # (to be completed by Proposer)	Technical Approach Project Schedule (2 points)	Score	Wt.	Weighted Score
	C.64. - A.18 - Proposers understanding of the project schedule		1	
Total Raw Weighted Score: (sum of Raw Weighted Scores above)				
<div> <div>Total Raw Weighted Score</div> <div> <div>maximum possible raw weighted score (5)</div> <div>(i.e., 5 x the sum of item weights above)</div> </div> </div> <div> <div>X 2</div> <div>(maximum section score)</div> </div> <div>= SCORE:</div>				

TECHNICAL APPROACH – (35 POINTS) (Completed by RFP Coordinator)
PROJECT UNDERSTANDING AND APPROACH
TECHNICAL REQUIREMENTS
SERVICE LEVEL AGREEMENTS
E-RATE REQUIREMENTS
PROJECT SCHEDULE
TOTAL TECHNICAL APPROACH POINTS

Attachment 6.4

COST PROPOSAL & SCORING GUIDE

NOTICE TO PROPOSER: This Cost Proposal **MUST** be completed **EXACTLY** as required.

PROPOSER NAME:	
SIGNATURE & DATE:	

NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer company president, this Statement of Certifications and Assurances SHALL attach evidence showing the Signatory's authority to bind the Proposer.

COST PROPOSAL SCHEDULE

The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service including all services as defined in the RFP Attachment 6.1, *Pro Forma Contract Scope of Services* for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State. All monetary amounts are United States currency.


The following proposed costs should represent 100% of the cost of service. Of this, the State will pay the portion that remains after the application of the approved E-rate funding percentage.

FCC E-Rate funds availability and the number of eligible services could be subject to variation for any given year. If, during the period of the contract, the actual percentage of E-Rate funding or the number of eligible services changes, then the appropriate costs will be extrapolated by the State in conjunction with the Contractor to correspond with the actual level of E-Rate funding.

For E-rate eligible services, then State will pay only the non-discounted portion of the services. If, by some fault of the Contractor, the State does not qualify for E-Rate funds, or fails to qualify for the entire amount of the approved discounted rate, the unfunded FCC portion of the payment rates will be the responsibility of the Contractor.

*** - Item not subject to E-Rate funding rates.

Cost Item Description	Unit	Proposed Cost	State Use	
			Weight	Weighted Cost
1. IP Network Layer Addressing Plans (A.9.c.d.) – Due on or before April 30, 2007 ***	1		1	
2. Bundled Internet Access for Standard Plan end sites (A.1.f., A.1.g.1)	Per month/ per end site		1504	
3. Additional Bandwidth for Standard Plan end sites	Per month/ per end site		250	

Cost Item Description	Unit	Proposed Cost	State Use	
			Weight	Weighted Cost
4. Bundled Internet Access for Alternate 1 and 2 Plan end sites (A.1.f., A.1.g.2. – A.1.g.3.))	Per month/ per end site		15	
5. Additional Bandwidth for Alternate 1 and 2 Plan end sites	Per month/ per end site		15	
6. Email and support services for Alternate 3 Plan end sites (A.1.g.4.)	Per month/ per end site		6	
7. Filtering for all end sites (A.1.h.)	Per month/ per end site		1	
8. Internet2 Connection to University (A.1.i)	Per month/ per University		2	
9. Technical Consulting Services (A.1.n.)***	Per hour		1	
10. Fiscal/Administrative Consulting (A.1.o.)***	Per hour		1	
<i>The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.</i>				
Evaluation Cost Amount: <i>(sum of all weighted cost amounts above)</i>				
<div style="display: flex; align-items: center; justify-content: space-between;"> <div style="text-align: center;"> Lowest Evaluation Cost Amount from <u>all</u> Proposals <hr style="width: 80%; margin: 0 auto;"/> Evaluation Cost Amount being evaluated </div> <div style="text-align: center;"> X 40 <i>(maximum section score)</i> </div> <div style="text-align: center;"> = SCORE: </div> </div>				

ATTACHMENT 6.5
PROPOSAL SCORE SUMMARY MATRIX

RFP Coordinator	Date					
QUALIFICATIONS & EXPERIENCE Maximum Points: 25	PROPOSER NAME		PROPOSER NAME		PROPOSER NAME	
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
TECHNICAL APPROACH Maximum Points: 35						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
COST PROPOSAL Maximum Points: 40	SCORE:		SCORE:		SCORE:	
PROPOSAL SCORE Maximum Points: 100	TOTAL SCORE:		TOTAL SCORE:		TOTAL SCORE:	

ATTACHMENT 6.6**PERFORMANCE BOND**

The Surety Company issuing bond shall be licensed to transact business in the State of Tennessee by the Tennessee Department of Commerce and Insurance. Bonds shall be certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached.

KNOW ALL BY THESE PRESENTS:

That we,

(Name of Principal)

(Address of Principal)

as Principal, hereinafter called the Principal, and

(Name of Surety)

(Address of Surety)

as Surety, hereinafter call the Surety, do hereby acknowledge ourselves indebted and securely bound and held unto the State of Tennessee as Obligee, hereinafter called the Obligee, and in the penal sum of

\$10,000,000 for year one

\$7,500,000 for year two

\$5,000,000 for year three

\$5,000,000 for each extension

good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the Obligee has engaged the Principal for a sum not to exceed

(Contract Maximum Liability)

to complete Work detailed in the Scope of Services detailed in the State of Tennessee Request for Proposals bearing the RFP Number:

331.00-010

(RFP Number)

a copy of which said Request for Proposals and the resulting Contract are by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, if the Principal shall fully and faithfully perform all undertakings and obligations under the Contract hereinbefore referred to and shall fully indemnify and hold harmless the Oblige from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Oblige any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material, and Work used by the Principal and any immediate or remote sub-contractor or furnisher of material under the Principal in the performance of said Contract, in lawful money of the United States of America, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

AND for value received, it is hereby stipulated and agreed that no change, extension of time, alteration, or addition to the terms of the Contract or the Work to be performed there under or the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration, or addition to the terms of the Contract or the Work or the specifications.

IN WITNESS WHEREOF the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this

_____ day of _____, _____.

WITNESS:

(Name of Principal)

(Name of Surety)

(Authorized Signature of Principal)

(Signature of Attorney-in-Fact)

(Name of Signatory)

(Name of Attorney-in-Fact)

(Title of Signatory)

(Tennessee License Number of Surety)